

1 Brandt L. Wolkin, California Bar No. 112220
2 Amy K. Thomas, California Bar No. 202876
3 Wolkin · Curran, LLP
4 555 Montgomery Street, Suite 1100
5 San Francisco, California 94111
6 Telephone: (415) 982-9390
7 Facsimile: (415) 982-4328
8 Counsel for Third-Party Defendant
GEMINI INSURANCE COMPANY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SIERRA BAY CONTRACTORS, INC.,

Case No. 3:10-CV-04611-RS

Plaintiff,

**STIPULATION AND
[PROPOSED] ORDER FOR
DISMISSAL OF THIRD-PARTY
DEFENDANT GEMINI
INSURANCE COMPANY**

v.

WESTCHESTER SURPLUS LINES INSURANCE
COMPANY, *et al.*,

Defendants.

AND RELATED THIRD-PARTY CLAIMS

Pursuant to F.R.C.P. 41, Third-Party Defendant Gemini Insurance Company

(“Gemini”) and Third-Party Claimant Westchester Surplus Lines Insurance Company
("Westchester") have agreed and hereby stipulate to the dismissal of Gemini from this
action, without prejudice, subject to said parties' mutual waiver of costs. Said parties
request the Court's approval and execution of the below proposed order for dismissal.

///

///

///

///

///

1.

1 IT IS SO STIPULATED.

2
3 Dated: July 18, 2011

4 By: A.K. Thomas

5 Amy K. Thomas
WOLKIN CURRAN, LLP

6 Counsel for Third-Party Defendant
7 GEMINI INSURANCE COMPANY

8
9 Dated: July 26, 2011

10 By: W.A. Astengo

11 David A. Astengo
MORALES FIERRO & REEVES, LLP

12 Counsel for Third-Party Claimant
13 WESTCHESTER SURPLUS LINES
14 INSURANCE COMPANY

15 **[PROPOSED] ORDER OF PARTIAL DISMISSAL**

16 Having reviewed the above stipulation, the Court orders that Third-Party Claimant
17 Westchester Surplus Lines Insurance Company's claims against Third-Party Defendant
18 Gemini Insurance Company be dismissed, without prejudice. The remainder of the third-
19 party complaint shall not be changed or impacted by this Order.

20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

21
22 Dated: 7/29/11

23 
United States District Court

24 District of Northern California

25
26
27
28 2.